

United States Bankruptcy Court

Southern District of New York

In re **Lehman Brothers Holdings Inc.**, Case Nos. **08-13555**
Jointly Administered

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Fernwood Foundation Fund LLC

Barclays Bank PLC

Name of Transferee

Name of Transferor

Original Court Claim #: 66526 (\$45,000,000, the
“Total Claim Amount”)

Transferred Claim: 7.00% or \$3,150,000 of the Total
Claim Amount.

Name and Address where notices to Transferee
should be sent:

Fernwood Foundation Fund LLC
c/o Intermarket Corporation
1370 Avenue of the Americas
New York, NY 10019
Attn: Laura M. Zaki
Tel: 212-593-1550
Email: lzaki@intermarketcorp.net

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

FERNWOOD FOUNDATION FUND LLC
BY: INTERMARKET CORPORATION

By: 
Name: David B. Forer
Title: Managing Director

Date: July 1, 2010

EXHIBIT A
EVIDENCE OF TRANSFER

TO: DEBTOR AND THE BANKRUPTCY COURT

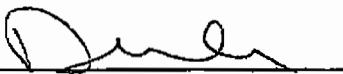
Barclays Bank PLC ("Seller"), transfers unto Fernwood Foundation Fund LLC, its successors and assigns ("Buyer"), pursuant to the terms of that certain Purchase and Sale Agreement for Certain Claims in the Chapter 11 Cases¹, of even date herewith (the "Agreement"), to the extent of \$3,150,000 principal amount all of its right, title and interest in and to particular Claims identified in Proof of Claim Number 66526, against Lehman Brothers Holdings, Inc., and its affiliates, subsidiaries and/or assigns ("Debtors"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York ("Court"), which cases are administered under In re Lehman Brothers Holdings, Inc. et al., Chapter 11 Case No. 08-13555.

Seller hereby waives to the fullest extent permitted by law any right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing Buyer as the sole owner and holder of the Claims. Seller further directs Debtors, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to Buyer.

IN WITNESS WHEREOF, Seller and Buyer have caused this Evidence of Transfer to be duly executed as of July 1, 2010.

SELLER:

BARCLAYS BANK PLC

By: 
Name: _____
Title: _____

BUYER:

FERNWOOD FOUNDATION FUND LLC
BY: INTERMARKET CORPORATION

By: _____
Name: _____
Title: _____

¹ Capitalized terms not otherwise defined herein, have those meaning ascribed to such terms in the Agreement.

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EVIDENCE OF TRANSFER

TO: DEBTOR AND THE BANKRUPTCY COURT

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Seller hereby waives to the fullest extent permitted by law any right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the foregoing Claims and recognizing Buyer as the sole owner and holder of the Claims. Seller further directs Debtors, the Bankruptcy Court and all other interested parties that all further notices relating to the Claims, and all payments or distributions of money or property in respect of the Claims, shall be delivered or made to Buyer.

IN WITNESS WHEREOF, Seller and Buyer have caused this Evidence of Transfer to be duly executed as of July 1, 2010.

SELLER:

BARCLAYS BANK PLC

By: _____
Name: _____
Title: _____

BUYER:

FERNWOOD FOUNDATION FUND LLC
BY: INTERMARKET CORPORATION

By: _____ 
Name: _____
Title: _____
David B. Forer
Managing Director

¹ Capitalized terms not otherwise defined herein, have those meaning ascribed to such terms in the Agreement.